

RESTATED BYLAWS of LAKE PARK VILLAS – PHASE 2 –  
PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

Name, Address and Purpose

1.1 The Articles of Incorporation of Lake Park Villas Homeowners' Association, Inc., will be amended to provide that the name of the corporation is Lake Park Villas – Phase 2 – Property Owners' Association, Inc. (hereinafter referred to as the "Association"). The Association is a Wisconsin nonstock, nonprofit corporation originally "formed and organized to serve as an association of Homeowners who own real estate and/or improvements in the Lake Park Villas residential development in Menasha, Wisconsin". As the result of the recording of Restated Protective Covenants for Lake Park Villas in the office of the Register of Deeds for Calumet County, Wisconsin, (hereinafter referred to as the "Restated Covenants"), the membership in the Association will be limited to the owners of all of the lots in Phase 2 of Lake Park Villas (such "Phase 2" being defined in the Restated Covenants as Lots 18 - 132 of Lake Park Villas). These Restated Bylaws have been adopted by the board of directors of the Association in conformity with Section 8.1 of the original Bylaws. These Restated Bylaws are intended to supercede and replace, in their entirety, those prior Bylaws of Lake Park Villas Homeowners' Association, Inc.

1.2 The address of the Association shall be N9652 Highline Road, Kaukauna, Wisconsin, 54130 (c/o Wisco Enterprises LLP) which address may be changed from time to time by the board of directors of the Association.

1.3 The purposes of the Association (as set forth in paragraph 4 of the Restated Covenants) shall include, but not be limited to:

a. To provide any necessary or required maintenance/upkeep of an unimproved lot such as the periodic cutting of brush, weeds, or long grass and the disposal of any trash or waste therefrom and to provide ongoing landscape care, lawn cutting, and lawn care services to an improved lot and to provide snow removal from walkways and driveways of an improved lot;

b. To own, maintain, improve, police, preserve, and protect for the use of its members various Outlots in Lake Park Villas as described in the Restated Covenants;

c. To aid and cooperate with the members of the Association in the enforcement of the provisions of the Restated Covenants as well as provisions contained in these Bylaws and the Rules and Regulations adopted hereunder.

d. To arrange social and recreational functions for its members.

e. To monitor actions by other organizations, and City, county, state and federal governments as those actions may affect the quality of Phase 2 of Lake Park Villas (including those actions which are outside the boundaries of Phase 2 of Lake Park Villas);

f. To promote actions by City, county, state and federal governments as those actions would enhance the quality of Phase 2 of Lake Park Villas (including those actions which are outside the boundaries of Phase 2 of Lake Park Villas); and

g. To join with other property owners' associations of other Phases in Lake Park Villas or with other owners of lots within the other Phases of Lake Park Villas, as necessary, to promote or coordinate the previously described purposes.

## ARTICLE II

### Members, Voting and Meetings

2.1 Members. The owners of all lots in Phase 2 of Lake Park Villas (fee simple ownership as distinguished from a mortgage holder or security holder) shall automatically be members of the Association.

2.2 Voting. Except as provided to the contrary in Section 5.6 hereafter, each member shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more persons own a lot, only one vote for such lot shall be allowed and the joint owners shall designate and register with the secretary of the Association, the name of the owner entitled to cast such single vote.

2.3 Proof of Ownership/Roster of Members. Any person, upon becoming a lot owner, shall furnish to the secretary of the Association, a copy of the recorded instrument vesting that person with an interest or ownership in the lot, which copy shall remain in the files of the Association. Every member shall furnish the Association with his or her name and current mailing address to which notice of meetings of the Association shall be sent. The secretary of the Association shall maintain a current roster of names and addresses of every member.

2.4 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of thirty-three and one-third (33 1/3) percent of the votes entitled to vote. Votes may be cast in person or by proxy in accordance with the designation in the membership list. The act of a majority of votes presented in person or by proxy at any meeting at which a quorum is present shall be the act of the members. (Note, however, that the following Bylaw sections provide for membership action or approval in a format and at an amount in excess of a "majority vote of a quorum": 5.7, 5.8, and 7.1.) Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.5 Annual Meeting. An annual meeting of the members shall be held on a date between September 15 and October 30 of each year. The time and place shall be fixed by the board of directors.

2.6 Regular/Special Meetings. In addition to the annual meeting, regular and special meetings may be held at a time and place to be determined as follows: regular or special members' meetings may be called (1) by the president, (2) by the board of directors or such other officer(s) as the board of directors may authorize from time to time, or (3) by the president or secretary upon the written request of the holders of record of at least 10% of all the votes entitled to be cast upon the matter(s) set forth as the purpose of the meeting in the written request. Upon delivery to the president or secretary of a written request pursuant to (3) above stating the purpose(s) of the requested meeting, and dated and signed by the person(s) entitled to request such a meeting, it shall be the duty of the officer to whom the request is delivered to give, within 30 days of such delivery, notice of the meeting to members. Only business within the purpose described in the special meeting notice shall be conducted at a special members' meeting.

2.7 Notice of Meetings. The Association shall notify all members in writing of the date, time, and place of any meeting of the members. In the case of special meetings, the notice shall also state the meeting's purpose. Unless otherwise required by Chapter 181 of the Wisconsin Statutes entitled "Nonstock Corporations" (hereinafter referred to as "Chapter 181"), the meeting notice shall be delivered personally or by mail not less than 10 days nor more than 60 days before the meeting date.

## ARTICLE III

### Board of Directors

3.1 Power and Duties of the Board of Directors. The affairs of the Association shall be governed by the board of directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of Chapter 181, the Restated Covenants, the Articles of Incorporation and these Bylaws, and the Rules and Regulations adopted hereunder.

3.2 Number and Qualifications of Directors. The number of directors of the Association shall be five (5). A director shall not be required to be an owner of a lot in Phase 2 of Lake Park Villas. Until such time as more than fifty percent (50%) of the lots in Phase 2 of Lake Park Villas are owned by persons or entities other than the City, at least two (2) of the directors shall be elected by the owners of lots other than the City. Furthermore, until the City owns no more lots in Phase 2, the City shall have the right to appoint one (1) director who shall be either the City Attorney or the City's Community Development Director, or such other "alternate" City official as may be designated, from time to time, by the City Attorney.

3.3 Election and Term of Directors. At the first annual meeting of the members following the adoption of these Restated Bylaws, the members shall elect five (5) directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

a. Two (2) directors whose term will expire after one (1) year at the next annual meeting of the Association; and

b. Three (3) directors whose term will expire after two (2) years, at the second annual meeting of the Association after their election. (One of these three (3) directors shall be the City's "appointed director" as provided in Section 3.2 above.)

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified or until any of said directors shall have been removed in the manner herein provided so that the term of one (1) class of directors shall expire in each year.

The Association may accept nominations for directors any time that vacancies exist or any time within sixty (60) days prior to the expiration of any term of office.

3.4 Vacancies on Board. Vacancies on the board of directors caused by any reason other than the removal by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a director until the successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 Removal of Directors. At any regular or special meeting duly called, any one (1) or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast, and a successor may then and there be elected to fill the vacancy thus created. However, in no event shall the City's "appointed director" as provided in Section 3.2 above be removed under this Section.

3.6 Regular Meetings and Notice. A regular annual meeting of the board of directors shall be held immediately after and at the same place as the annual meeting of the members. Notice of the regular annual meetings of the board of directors shall not be required. At such annual meeting, among other things, the directors may elect officers of the Association for the ensuing year or defer such election until a subsequent special meeting of the board of directors is called for such purpose.

3.7 Special Meetings and Notice. Special meetings of the board of directors may be called by the president or by any two (2) directors on three (3) days' written notice to each director given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.8 Waiver of Notice. Before, at or after any meeting of the board of directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

3.9 Quorum of Directors and Adjournments. At all meetings of the board of directors, four (4) or more of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 Fidelity Bonds. The board of directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall

furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

3.11 Action Without a Meeting of the Directors. Any action required or permitted by the Articles of Incorporation, these Bylaws, or any provision of Chapter 181 to be taken by the board of directors at a board meeting may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the directors entitled to vote on the subject matter of the action and retained in the corporate records. Action taken pursuant to written consent shall be effective when the last director signs the consent or upon such other effective date as is specified in the consent.

## ARTICLE IV

### Officers

4.1 Designation, Election and Removal. The principal officers of the Association shall be a president, vice president, secretary and treasurer to be elected annually by the board of directors. Upon the affirmative vote of the majority of the members of the board of directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the board of directors or at any special meeting called for that purpose. Any two (2) or more offices, except a combination of the offices of president and secretary, and a combination of the offices of president and vice president may be held by the same person.

4.2 President. The president shall be selected from among the members of the board of directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He shall have all the general powers and duties which are usually vested in the office of the president including, but not limited to, the power to sign, together with the secretary or any other officer designed by the board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If both the president and vice president are unable to act, the board of directors shall appoint some other member of the board to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the board of directors.

4.4 Secretary. The secretary shall keep the minutes of all meetings of the board of directors and of the Association and shall count votes at meetings of the Association

and shall have charge of the Association's books and records and shall, in general, perform all duties incidental to the office of the secretary.

4.5 Treasurer. The treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The treasurer shall be responsible for the deposit of all moneys and all valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the board of directors. The treasurer shall also be responsible for the billing and collection of all common expenses and assessments made by the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him/her as a director or officer of the Association if such person(s) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his/her own affairs, or took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he/she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he/she may be entitled as a matter of law.

4.7 Compensation. No director or officer of the Association shall receive any fee or other compensation for services rendered on behalf of the Association. However, upon board of director approval, a director or officer of the Association may receive reimbursement for expenses incurred for or on behalf of the Association.

## ARTICLE V

### Operation of the Association

5.1 Operations. The Association, acting through the board of directors, shall be responsible for the administration and operation of the Association in accordance with the Restated Covenants, the Articles of Incorporation and these Bylaws and the Rules and Regulations adopted hereunder. The Association may contract for the services of a managing agent who shall manage and operate the Association upon such terms and for such compensation and with such authority as the board of directors may determine and approve.

5.2 Rules and Regulations. The Association, through the board of directors, shall from time to time adopt Rules and Regulations governing the operation, maintenance and use of the Lots and Outlots within Phase 2 of Lake Park Villas. Such Rules and

Regulations of the Association shall not be inconsistent with the terms of the Restated Covenants or these Bylaws. The Association members, their guests, and any occupants of the homes constructed on such lots shall conform to and abide by all such Rules and Regulations. The Association, through its board of directors, shall designate such means of enforcement thereof as it deems necessary and proper. The Rules and Regulations may be altered and amended or repealed in the manner set forth in the Rules and Regulations.

5.3 Association Fees and Assessments. The Association, acting through the board of directors, shall determine annual and special assessments and their allocation and collection in the manner set forth in paragraph 6 of the Restated Covenants, which currently provides as follows:

A. Determination of Annual and Special Assessments.

(1) The Association shall establish an annual budget in advance for each calendar year of all Association expenses for such year which may be required for the proper operation and management of the Association and for the ownership, maintenance, improvement, policing, preservation and/or protection of the Lake Park Villas Outlots owned by the Association. Review and discussion and approval of such annual budget shall be an agenda item at each annual members' meeting of the Association. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.

(2) Special assessments, other than those described in subparagraph (1) above, may be made by the Association pursuant to section 779.70, Wis. Stats.

B. Allocation of Assessments. Unless otherwise provided under section 779.70, Wis. Stats., and specifically excepting City-owned lots which are provided for in paragraph G hereafter, all assessments levied shall be equal in amount against each lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the board of directors.

C. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of eighteen percent (18%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.



D. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a claim for lien is filed within six (6) months from the the date of the levy in conformity with the provisions of section 779.70, Wis. Stats.

E. Enforcement of Lien. Enforcement of such lien by the corporation shall be in conformity with the provisions of section 779.70, Wis. Stats.

F. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

G. City Exclusion from Association Fees and Assessments. The City is hereby specifically exempted from the payment of the Association fees and assessments in the same manner as other lot owners as provided for in paragraphs A through F above . However, the City is still responsible for those individual lot-related expenses and obligations set forth in paragraph 3 of the Restated Covenants, the assessment and payment of which are all as more specifically set forth in these Bylaws and the Rules and Regulations promulgated thereunder. Furthermore, as a member of the Association, the City is responsible for its respective pro-rata share (based upon the number of lots which it owns in Phase 2 versus the total number of Phase 2 lots) of maintenance and repair costs of those Outlots owned by the Association and also certain Association administrative costs and expenses, the assessment and payment of which are all as more specifically set forth in these Bylaws and the Rules and Regulations promulgated thereunder. Upon the conveyance of a lot by the City to any purchaser, such purchaser shall be obligated to commence the payment of Association fees and assessments upon the first day of the first full month following the closing of the lot conveyance (and such obligation shall not be based upon actual occupancy of a home upon such lot).

5.4 Annual Budget. The annual budget shall provide for two (2) funds, one of which shall be designated the “operating fund” and the other the “reserve fund”.

A. The operating fund shall be used for all common expenses which occur with greater than annual frequency, including, but not limited to such things as, amounts required to provide ongoing landscape, lawn cutting and lawn care services and snow removal for lots, the costs of routine repair and maintenance of the Outlots owned by the Association, management fees, insurance, utilities, real

estate and income taxes, professional fees, and materials and supplies used in the management and operation of the Association.

B. The reserve fund shall be used primarily for extraordinary maintenance and repair expenses of Outlots owned by the Association or for which the Association may have certain repair and maintenance obligations such as Outlots 10, 11, 14, 15 and 16. The Association shall maintain the reserve fund at an amount deemed reasonable by the board of directors. In the event that the Association incurs routine repair and maintenance costs to the Outlots owned by the Association or for which the Association may have certain repair and maintenance obligations in excess of those costs originally included in the operating fund, the payment of such excess may, in the discretion of the board of directors, be funded through the use of the reserve fund. Furthermore, at the discretion of the board of directors, the reserve fund may be used for normal repair or maintenance, customary services, or other operational costs of the Association in excess of amounts collected. Funds from the reserve fund used as provided in the two (2) immediately preceding sentences must be replaced within three (3) years from the date of withdrawal.

5.5 Invoicing of the City of Menasha. The City is specifically exempted from the payment of the Association fees and assessments in as required of other lot owners as provided for in subparagraphs A through F of paragraph 6 of the Restated Covenants. However, in conformity with subparagraph G of paragraph 6 of the Restated Covenants, the Association, from time to time, shall invoice the City for the City's prorata share (based upon the number of lots owned by the City versus the total number of Phase 2 lots) of maintenance and repair costs of those Outlots owned by the Association or for which the Association may have certain repair and maintenance obligations and also certain Association administrative costs and expenses. For purposes of this payment obligation of the City, "administrative costs and expenses" shall be defined to include, but not necessarily limited to, the following: Association insurances of all kinds, professional fees and management fees.

5.6 Vote of Member in Default. A member other than the City shall be prohibited from voting at a meeting of the Association if the member is delinquent in the payment of any assessment by the Association.

5.7 Membership Approval for Extraordinary Actions. The Association may undertake any of the following only after an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association and which votes shall be cast in writing:

- a. Borrow money;

- b. Purchase real property;
- c. Convey real property; or

d. Make capital improvements, such as the construction of additional amenities (and specifically distinguished from existing repair and maintenance, including replacement, obligations for Outlots owned by the Association or Outlots for which the Association may have certain repair and maintenance obligations), costing in excess of Ten Thousand Dollars (\$10,000).

#### 5.8 Members' Request for Audit.

A. Any member or members at any time at his/her/their own expense may cause an audit to be made of the books and records of the Association. Following such audit, such members who have paid for the audit may receive reimbursement of such audit expenses from the Association upon a written petition to such effect being signed by members representing at least two-thirds (2/3) of all votes entitled to be cast on behalf of the Association.

B. A petition signed by members representing at least two-thirds (2/3) of all votes entitled to be cast on behalf of the Association shall result in the board of directors initiating a requested audit of the books and records of the Association with the payment of such audit being a common expense of the Association.

C. Nothing herein is intended to prohibit or restrict the board of directors from initiating an audit of the books and records of the Association with the cost of such audit being a common expense of the Association.

### ARTICLE VI

#### Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

6.2 Corporate Seal. The Association shall have no seal.

6.3 Indemnity of Officers and Directors. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him/her in connection with or resulting from any claim, action, suit or proceedings, including criminal proceedings, to which he/she is made or threatened to

be a party by reason of his/her being or having been such director or officer, except as to matters as to which he/she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, willful misconduct, or criminal conduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence, willful misconduct or criminal conduct in the performance of his/her duty as such director or officer in relation to the matter involved. The Association, by its board of directors, may indemnify in like manner or with any limitations any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses provided, however, that nothing contained in this Section 6.3 shall be deemed to obligate the Association to indemnify any member who is or has been an employee, director or officer of the Association, beyond the extent set forth in this Section 6.3, with respect to any duties or obligations assumed or liabilities incurred by him/her under and by virtue of the Restated Covenants, the Articles of Incorporation and Bylaws of the Association, as a member of the Association.

6.4 Subordination. These Bylaws are subordinate and subject to all provisions of the Restated Covenants and any amendments thereto and the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Restated Covenants.

6.5 Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or board of directors to conduct or engage in any active business for profit on behalf of any or all of the members.

6.6 No Vested Interest in Operating or Reserve Funds. Members shall have no vested interest in nor shall they be entitled to withdrawals from either the operating fund or the reserve fund created hereby. Upon sale or other disposition of a lot, said funds shall remain intact, and a new owner shall not be additionally assessed for improvements for which the prior owner has been assessed and the assessment has been paid.

6.7 No Waiver. Failure of the Association or members to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of these Bylaws, or to exercise any right or options contained herein, or to serve any notice or institute any action, shall not be construed as a waiver or relinquishment for the future of such terms, covenants, conditions or restrictions, all of which shall remain in full force and effect.

6.8 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision of these Bylaws.

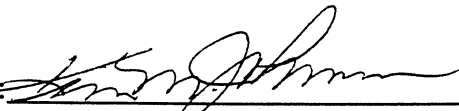
## ARTICLE VII

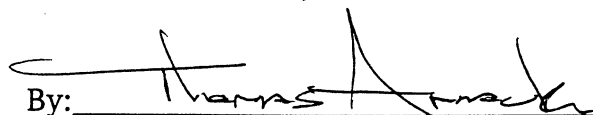
### Amendments

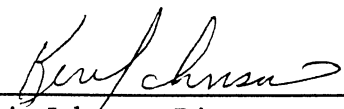
7.1 Amendments. These Bylaws may be amended, modified, supplemented, or fully or partially terminated or restated only upon an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association and which votes shall be cast in writing.

These Restated Bylaws have been duly adopted by the board of directors effective April 1, 2006.

LAKE PARK VILLAS – PHASE 2 – PROPERTY OWNERS' ASSOCIATION, INC.

By:   
\_\_\_\_\_  
Kim Johnson, Director

By:   
\_\_\_\_\_  
Thomas Amack, Director

By:   
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Kevin Johnson, Director